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THE JACKSON FAMILY TRUST

Prepared by:
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Conway, AR 72032
501 358-4422

We, **Gerald Jackson** and **Bridget Jackson**, husband and wife, hereby create the following revocable trust on the ~~20th~~ day of March, 2012.

PART ONE: DEFINITIONS

1.1. Trustee.

A. **Gerald Jackson** and **Bridget Jackson** shall serve as the co-trustees of this trust. Upon the death or inability of one of the initial trustees to continue serving, the other initial trustee shall serve as the sole trustee. Upon the death or inability of second initial trustee to continue serving, the successor trustees shall be our two children, **Charles Patrick Jackson** and **Michael Wayne Jackson**. If either of these children shall be unable or unwilling to serve, then the other shall serve alone. If neither is able to serve, my other three children, **Mary Ann Barkley**, **Donald Steven Jackson**, and **Kenneth Neil Jackson**, shall serve as co-trustees.

B. No Trustee shall be obligated to furnish a bond or to examine the accounts and actions of any previous Trustee, nor shall any Trustee be responsible in any way for any acts or omissions of any previous Trustee.

C. Any corporate Trustee of the Marital Deduction Trust may be removed at any time after my death by my spouse upon not less than thirty (30) days' written notice to the Trustee, without any necessity for any court proceeding as a result thereof. The notice of removal shall also contain (i) a designation by him or her of a successor Trustee, which must be a bank or trust company with power to accept and administer the trust, and (ii) written evidence of acceptance by the successor Trustee. The surviving spouse shall have no power of removal with respect to the Trustee of the Bypass Trust.

D. The determination of an initial trustee's inability to continue serving as a Trustee hereunder shall be made by the other initial trustee if living and legally competent, otherwise by the successor Trustee named above who shall consult with his or her physician and his or her attorney and who may rely conclusively on a written medical opinion issued by a licensed medical doctor. If there is any contest of the ability of an initial trustee to continue serving as trustee, then two written medical opinions issued by licensed medical doctor shall be conclusive.

E. Any person or corporation dealing with any successor Trustee may rely solely on its statement of authority without further evidence thereof. The successor Trustee's receipt shall be effective to release any person or corporation delivering property to the successor Trustee and shall be binding upon every beneficiary hereof.

F. If, while we are acting as Trustees, any asset is (i) sold without the proceeds being held by us in

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trust hereunder, or (ii) disposed of without consideration, such asset shall be conclusively deemed to have been withdrawn from the trust; and no beneficiary hereunder shall have any claim against us or our estate as a result of such action.

G. If, while we are acting as the Trustee, we shall fail to file any required tax return on behalf of the trust, such failure shall not be construed as any indication of an intent by me to revoke the trust in whole or in part.

1.2. Gerald Jackson and Bridget Jackson are married.

1.3. Children and Descendants. We have five children:

Charles Patrick Jackson

Michael Wayne Jackson

Mary Ann Barkley

Donald Steven Jackson

Kenneth Neil Jackson

All references to "children" or "descendants" shall also include children or descendants born after the date of this trust and persons, and descendants of persons, who have been adopted according to law. A child in gestation who is later born alive shall be regarded as a child in being during the period of gestation in determining whether any person has died without leaving descendants surviving him or her and in determining, on the termination of any trust hereunder, whether such child is entitled to share in the disposition of the then remaining principal and undistributed income of such trust. For other purposes, such child's rights shall accrue from the date of his or her birth.

1.4. Per Stirpes. The term "per stirpes" means in equal shares among my living children and the descendants of any deceased child of mine, the latter taking their parent's share by right of representation.

1.5. Trust Property. I have transferred or will transfer to the Trustee the assets described in Exhibits A-1 through A-2, inclusive, which shall be referred to hereinafter as the "trust property" and shall be held and administered upon the express terms and conditions and with the powers and limitations herein after conferred and set forth. I reserve the right for myself and other persons to increase the trust in the future by:

- (1) Delivering additional property to the Trustee,
- (2) Having the proceeds of additional insurance policies made payable to the Trustee,
- or
- (3) Making a bequest or devise by Will.

PART TWO: OPERATION OF TRUST DURING MY LIFE

2.1. Disposition of Income and Principal. During our joint lifetime, there shall be paid to us (or applied for our benefit) such amounts out of the income and/or principal of the trust as we direct or as may be necessary for our health, support or general welfare.

2.2. Amendment and Revocation. We reserve the right (on behalf of ourselves or the legal guardian of our estate) to amend, modify, or revoke this trust in whole or in part at any time upon written notice to the Trustee. In case of revocation, the trust property (or that part as to which this trust was revoked) shall be conveyed to us or our legal guardian, or as we, our legal guardian or our agent may direct.

PART THREE: OPERATION OF TRUST ON FIRST DEATH OF GRANTOR

3.1. Presumption of Survival. The following rules shall apply in determining survivorship hereunder:

A. In the event that Gerald Jackson and Bridget Jackson die under such circumstances that the order of their deaths cannot be established by proof, Gerald Jackson shall be presumed to have predeceased Bridget Jackson.

B. Any person other than a surviving spouse who shall die on or before the ninetieth (90th) day after the date of the first spouse's death shall be deemed to have predeceased him or her.

3.2. Allocation to Marital Deduction Trust and Bypass Trust. Upon the death of the first grantor, the trust property shall be divided into two or more separate and distinct trusts (the number to be determined by the trustee) as follows:

A. There shall be allocated to one trust (the "Bypass Trust") the largest fractional share of the trust property which can pass free of federal estate tax by reason of the unified credit and the state death tax credit after taking into account all other lifetime and testamentary dispositions by me and the actions of my executor in making certain tax elections.

B. All of the remaining trust property shall be allocated to the other trust or trusts (singly or collectively, the "Marital Deduction Trust"). If more than one Marital Deduction Trust is created, the trust property allocated to them shall be in fractional shares rather than specific assets.

3.3. Administration of Trust If My Spouse Does Not Survive Me. Upon the death of the second grantor, all of the trust property shall be allocated to the Bypass Trust and administered as set forth in Part Five hereof.

3.4. Effect of Disclaimer. If the surviving grantor disclaims, in whole or in part, his or her interest in any portion of the Marital Deduction Trust, such disclaimed portion shall be added to the Bypass Trust.

PART FOUR: MARITAL DEDUCTION TRUST

4.1. Selection and Valuation.

A. The Trustee is authorized to allocate to the Marital Deduction Trust assets consisting wholly or

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partly of cash or kind at date-of-allocation values without any adjustment in valuation for the income tax basis of the property. No asset or the proceeds of any asset which will not qualify for the federal estate tax marital deduction shall be allocated to the Marital Deduction Trust, which shall be reduced to the extent that it cannot be created with such qualifying assets. The Trustee shall exclude from the Marital Deduction Trust any property which (i) is subject to foreign death taxes or (ii) constitutes shares of stock otherwise qualifying for redemption under § 303 of the Internal Revenue Code, unless its inclusion is necessary to enable my estate to take full advantage of the marital deduction. No death taxes payable as a result of my death shall be paid out of the Marital Deduction Trust.

B. Although allocation of assets to the Marital Deduction Trust may be delayed, the interest of my spouse in such Trust, including the right to receive all of the net income thereof, shall relate to each trust property ultimately allocated thereto. Therefore, in addition to the allocations required above, there shall be allocated to the Marital Deduction Trust a sum of money equal to the net income (before taxes) which the specific properties ultimately allocated to the Marital Deduction Trust actually earned during the period between my death and the date of their allocation, which net income shall be distributed as income when received by the Marital Deduction Trust. The Trustee is authorized before allocation of assets to the Marital Deduction Trust to make reasonable advances to my spouse of the net income to which the Trustee estimates in good faith he or she will become entitled.

4.2. Mandatory Distributions. During the surviving grantor's lifetime, the Trustee shall pay over to him or her or for his or her benefit annually or more frequently all of the net income of the Marital Deduction Trust. All accrued and undistributed income remaining at his or her death shall be distributed to his or her estate. In addition, the trustee shall distribute to the surviving grantor annually or more frequently an amount out of the principal of the Marital Deduction Trust equal to the amount of any income taxes, state or federal, imposed on the surviving grantor with respect to any undistributed income of the Bypass Trust.

4.3. Additional Distributions. If in the discretion of the Trustee it shall become necessary for the surviving grantor's health, support or maintenance, additional principal of the Marital Deduction Trust shall be distributed to him or her or for his or her benefit from time to time so as to permit the maintenance of his or her accustomed standard of living.

4.4. Termination. Upon the surviving grantor's death the Marital Deduction Trust shall terminate, and the remaining principal shall become a part of the Bypass Trust, to be held, administered and disposed of in accordance therewith, even if the Bypass Trust shall terminate upon his or her death.

PART FIVE: BYPASS TRUST

5.1. Administration of Bypass Trust. The Bypass Trust shall be held, administered and distributed to or for the benefit of the surviving grantor and our descendants. Until the Bypass Trust divides into separate shares, so much of the income and/or principal of the Bypass Trust shall be distributed to or for the benefit of the surviving grantor and our descendants without regard to equality as the Trustee in its discretion shall deem necessary for the health, education, support or maintenance of such person or persons. Undistributed income shall be added to principal at least annually. In determining the amount and frequency of distributions, the Trustee should consider the following:

A. We desire that the surviving grantor's accustomed standard of living during our shared lifetime should be maintained and that the Trustee should be liberal in this regard. If the surviving grantor is serving as a co-trustee rather than as the sole trustee of the Bypass Trust, he or she shall have the entire authority to determine whether income of the Bypass Trust should be distributed to him or her for his or her health, education, support or maintenance, and the other co-trustee shall have no right to participate in this

determination as long as an initial grantor is a co-trustee. But assets of the Marital Deduction Trust should be substantially depleted before any distributions are made to him or her from the Bypass Trust.

B. In making distributions to my descendants, the Trustee should take into account (i) other income or support being received by or available to each such person, and (ii) the overall income and estate tax burden of my spouse and my descendants.

5.2. Division Into Separate Shares. Upon the date of the death of the surviving grantor, the Bypass Trust shall be divided into five equal shares, one for our daughter, Mary Ann Barkley, one for our son Kenneth Neil Jackson, one for our son, Michael Wayne Jackson, one for our son, Donald Steven Jackson, and one for our son, Charles Patrick Jackson. If any of our children should die before the death of the surviving grantor, then the living descendants of said deceased child shall be the beneficiaries of their share. If, however, any of our children should die before the death of the surviving grantor and leave no living descendants, then his or her share shall be equally divided between our living children. The contents of each share shall be the sole property of each of our children and no spouse of any child shall have any interest in the contents therein.

5.3. Distribution of Shares. Upon division into separate shares, the spouse or live-in romantic interest of any of my children must sign a release of all interest in the trust property to be devised to said child disavowing all present or future interest in said property. Furthermore, said release shall keep said spouse from using the trust property as collateral or surety for any transaction or loan. Upon receipt of said release, the trustees shall distribute to each beneficiary his or her share as soon as practicable. If, for any reason, the spouse or live-in romantic interest of any of my children who take under this trust, shall fail to sign said release, then said child's share shall be held in trust to be administered by the Trustee for the benefit of said beneficiary's children.

Each beneficiary shall have no present interest in the share designated for him or her until the spouse or live-in romantic interest shall sign said release of all interest and control over the trust property that comprises the share.

5.4. Death of Beneficiary. If any beneficiary of ours dies after the death of the survivor of my spouse and me but before receiving all of his or her share, the balance shall be distributed in the following manner:

A. The share shall be paid upon the beneficiary's death to any one or more of the beneficiary's creditors in such proportions as the beneficiary shall appoint by specific reference hereto in his or her valid Last Will and Testament, except that the amount of trust property subject to this general power of appointment shall be limited to the excess of the undistributed property over the amount thereof which is subject to the unused GST exemption provided by § 2631(a) of the Internal Revenue Code, as amended, determined immediately before the beneficiary's death.

B. Any share not distributed under the immediately preceding subparagraph A shall be distributed upon the beneficiary's death to the beneficiary's descendants, per stirpes, or if none to my then living descendants, per stirpes, except that any such distribution to a person for whom property is being held in trust hereunder shall be made by adding the distribution to such person's trust share or portion.

5.5. Deferred Distributions. Subject to the Perpetuities Clause herein, whenever any trust property would otherwise vest in absolute ownership in a minor person other than a child of mine, the Trustee shall:

A. Hold the property, or any part thereof, in a separate trust for the benefit of such person until he or she attains the Required Age (as defined below).

B. Pay or apply all or any part of the net income and/or the principal of the trust to or for the care, maintenance, support, or education of such person. Undistributed income shall be added to principal at least annually.

C. Distribute to such minor the principal, together with all accumulated income, when he or she shall attain the Required Age.

D. If such person dies before distribution of the trust property, the balance shall be distributed in the following manner:

1. The share or portion thereof shall be paid to any one or more of such person's creditors and in such proportions as such person shall appoint by specific reference hereto in his or her valid Last Will and Testament, except that the amount of trust property subject to this general power of appointment shall be limited to the excess of the undistributed property over the amount thereof which is subject to the unused GST exemption provided by § 2631(a) of the Internal Revenue Code, as amended, determined immediately before such person's death.

2. Any portion of the share not distributed under the immediately preceding subparagraph 1 shall be distributed to such person's descendants, per stirpes, or if none, to his or her brothers and sisters or their descendants by right of representation; or if such deceased beneficiary has no surviving brothers or sisters or descendants of either, then to my then living descendants, per stirpes, except that any such distribution to a person for whom property is being held in trust hereunder shall be made by adding the distribution to such person's trust share.

The term "Required Age" shall mean 25 years of age if the person is living at the date when this trust becomes irrevocable and shall mean twenty-five (25) years of age if the person was born after this trust became irrevocable.

5.6. Obligation of Support. Whenever the trustee of any trust created hereunder has the discretionary power to distribute principal to a beneficiary whom the trustee has a legal obligation to support, no principal distribution shall be made to that beneficiary to the extent such distribution would otherwise satisfy the support obligation of the trustee.

5.7. Spendthrift Clause. To the extent permitted by law, no beneficiary of the Bypass Trust shall have the power to dispose of or to charge by way of anticipation any interest given, and all sums payable to any beneficiary shall be free and clear of his or her debts, contracts, disposition, pledges and anticipations, and shall not be taken or reached by any legal or equitable process in satisfaction thereof.

5.8. Distribution in Absence of Descendants. If trust property is distributable to my descendants and I have no living descendant at such time, then the trust property shall be distributed as follows:

50% to be distributed as if Gerald Jackson had died intestate.

50% to be distributed as if Bridget Jackson had died intestate.

5.9. Special Needs Trust. My Trustee shall distribute or retain trust property as follows for the benefit of any beneficiary who is subject to the provisions of this Section:

- (a) **Distribution for Special Needs.** My Trustee, in its sole, absolute, and unreviewable discretion, may distribute discretionary amounts of net income and principal for special needs of the beneficiary not otherwise provided by governmental financial assistance and benefits, or by the providers of services.

"Special needs" refers to the requisites for maintaining the good health, safety, and welfare when, in the discretion of my Trustee, such requisites are not being provided by any public agency, office, or department of any state or of the United States.

"Special needs" shall also include, but not be limited to, medical and dental expenses, annual independent checkups, clothing and equipment, programs of training, education, treatment and rehabilitation, private residential care, transportation (including vehicle purchases), maintenance, insurance, and essential dietary needs. "Special needs" may include spending money; additional food; clothing; electronic equipment such as radio, recording and playback, television and computer equipment; camping; vacations; athletic contests; movies; trips; and money to purchase appropriate gifts for relatives and friends.

My Trustee shall have no obligation to expend trust assets for such needs, but if my Trustee, in its sole, absolute and unreviewable discretion, decides to expend trust assets, under no circumstances should any amounts be paid to, or reimbursed to, the federal government, any state, or any governmental agency for any purpose, including for the care, support, and maintenance of the beneficiary.

- (b) **Objective to Promote Independence of the Beneficiary**

While actions are in my Trustee's sole, absolute and unreviewable discretion, all parties to this trust agreement should be mindful that it is my wish that the beneficiary live as independently, productively, and happily as possible.

- (c) **Trust Assets not to be Considered Available Resource to the Beneficiary.**

The intent of the provisions of this Section is to supplement any benefits received, or for which the beneficiary may be eligible, through or from various governmental assistance programs and not to supplant any such benefits. All actions of my Trustee shall be directed toward carrying out this intent and the discretion granted my Trustee under this agreement to carry out this intent is absolute.

For purposes of determining the beneficiary's eligibility for any such benefits, no part of the principal or undistributed income of the trust estate shall be considered available to the beneficiary for public benefit purposes. The beneficiary shall not be considered to have access to principal or income of the trust, and he or she has no ownership, right, authority, or power to convert any asset into cash for his or her own use.

My Trustee shall hold, administer, and distribute all property allocated to this trust for the exclusive benefit of the beneficiary during his or her lifetime. All distributions from this trust share are in the sole, absolute, and unreviewable discretion of my Trustee, and the beneficiary is legally restricted from demanding trust assets for his or her support and maintenance.

In the event my Trustee is requested to release principal or income of the trust to or on behalf of the beneficiary to pay for equipment, medication, or services that any government agency is authorized to provide, or in the event my Trustee is requested to petition a court or any other administrative agency for the release of trust principal or income for this purpose, my Trustee is authorized to deny such request and is authorized in its discretion to take whatever administrative or judicial steps may be necessary to continue the beneficiary's eligibility for benefits, including obtaining legal advice about the beneficiary's specific entitlement to public benefits and obtaining instructions from a court of competent jurisdiction ruling that neither the trust corpus nor the trust income is available to the beneficiary for eligibility purposes. Any expenses of my Trustee in this regard, including reasonable attorneys' fees, shall be a proper charge to the trust estate.

(d) Distribution Guidelines

My Trustee shall be responsible for determining what discretionary distributions shall be made from this trust, and may use a Care Manager in accordance with the provisions of this Section. My Trustee may distribute discretionary amounts of income and principal to or for the benefit of the beneficiary for those special needs not otherwise provided by governmental financial assistance and benefits, or by the providers of services. Any undistributed income shall be added to principal. In making distributions, my Trustee:

Shall consider any other known income or resources of the beneficiary that are reasonably available;

Shall take into consideration all entitlement benefits from any government agency, such as Social Security disability payments, Medicare, Medicaid (or any state Medicaid program equivalent), Supplemental Security Income (SSI), In-Home Support Service (IHSS) and any other special purpose benefits for which the beneficiary is eligible;

Shall take into consideration resource and income limitations of any such assistance program;

Shall make expenditures so that the beneficiary's standard of living will be comfortable and enjoyable;

Shall not be obligated to or compelled to make specific payments;

Shall not pay or reimburse any amounts to any governmental agency or department, unless proper demand is made by such governmental agency and reimbursement is required by the state; and

Shall not be liable for any loss of benefits.

(e) Use of Care Manager

My Trustee shall have the option of utilizing the services of a Care Manager to assist in advising on how best to provide for the beneficiary's needs. The primary objective of the Care Manager shall be to assist my Trustee to carry out the

intentions of this agreement to ensure that the beneficiary maintains a safe living situation, receives counseling services when appropriate and lives as independently as possible.

A Care Manager shall be a professional Clinical Licensed Social Worker, Professional Conservator, or care management agency that has experience in the field of assessment of conditions similar to those of the beneficiary and is familiar with the public benefits to which the beneficiary may be entitled.

(f) Distribution Advisement

If my Trustee uses a Care Manager, the Care Manager shall advise my Trustee concerning discretionary distributions to be made from the trust that are helpful and appropriate for the beneficiary's needs including payment for medical care, counseling services, and daily support.

(g) Care Manager Account for Periodic Payments

If my Trustee uses a Care Manager, the Care Manager may from time to time establish periodic payments for part or all of the payments authorized under this agreement and maintain a separate bank account for disbursement by the Care Manager. Any account shall be carried in the name of the trust and shall have the trust's federal tax identification number. At least monthly, the Care Manager shall provide information on receipts and disbursements from this account to my Trustee. This account shall contain no more than an amount reasonably necessary for the beneficiary's needs for a period of sixty (60) days.

My Trustee shall not be held liable for any actions of the Care Manager unless my Trustee has actual knowledge of and gave consent or approval of the Care Manager's proposed actions before such actions were actually taken. The Care Manager shall not make any distributions that may cause a reduction of public benefits unless my Trustee has consented to the distribution.

(h) Annual Care Plan

If my Trustee uses a Care Manager, the Care Manager shall provide to my Trustee, at least annually, a written care plan for purposes of evaluation of the beneficiary's medical and psychosocial status. The care plan shall include recommendations concerning resources and services beneficial to the beneficiary.

(i) Quarterly Assessments

If my Trustee uses a Care Manager, the Care Manager shall, at least quarterly, visit the beneficiary to assess his or her physical and emotional needs including the appropriateness of present placement, monitoring attendant care, accessing required resources, making and keeping medical appointments, and accessing socialization activities.

(j) Compensation of the Care Manager

If my Trustee uses a Care Manager, the Care Manager shall be entitled to fair and reasonable compensation for the services it renders. The amount of compensation shall be an amount equal to the customary and prevailing charges for services of a similar nature during the

same period of time and in the same geographic locale.

(k) The Resignation of a Care Manager

Any Care Manager may resign by giving thirty (30) days' written notice to my Trustee.

(l) Replacement of Care Manager

My Trustee may terminate the Care Manager without cause and name a replacement. If a Care Manager cannot serve for any reason, my Trustee may name a replacement, which may begin to serve immediately. If the Care Manager must be replaced, then the successor Care Manager shall also be a professional Clinical Licensed Social Worker, Professional Conservator, or care management agency who has experience in the field of assessment of conditions similar to those of the beneficiary and is familiar with the public benefits to which the beneficiary may be entitled.

(m) No Seeking of Order to Distribute

For purposes of determining the beneficiary's state Medicaid program equivalent eligibility, no part of the principal or undistributed income of the trust estate shall be considered available to the beneficiary. My Trustee shall deny any request by the beneficiary to (1) release principal or income of the trust to or on behalf of the beneficiary to pay for equipment, medication, or services that the state Medicaid program equivalent would provide if the trust did not exist; or (2) petition a court or any other administrative agency for the release of trust principal or income for this purpose. My Trustee may, in its sole, absolute and unreviewable discretion, take necessary administrative or legal steps to protect the beneficiary's state Medicaid program equivalent eligibility, including obtaining a ruling from a court of competent jurisdiction that the trust principal is not available to the beneficiary for purposes of determining state Medicaid program equivalent eligibility. Expenses for this purpose, including reasonable attorneys' fees, will be a proper charge to the trust estate.

(n) Indemnification of Trustee When Acting in Good Faith

My Trustee shall be indemnified from the trust property for any loss or reduction of public benefits sustained by the beneficiary as a result of my Trustee exercising, in good faith, the authority granted to my Trustee under this Section.

(o) Termination and Distribution of the Special Needs Trust

If my Trustee, in its sole, absolute and unreviewable discretion, determines that the beneficiary is no longer dependent on others and is able to provide independent support, my Trustee shall distribute or retain the remaining property according to the other provisions of this trust agreement as though the provisions of this Section had not been effective.

If the other provisions of this trust agreement do not provide for the distribution or retention of the remaining property, then my Trustee shall distribute the remaining property to the beneficiary outright, free of trust.

"Independent support" shall be satisfied at such time as the beneficiary has been gainfully employed for thirty-three (33) months of a thirty-six (36) month period immediately preceding the decision to terminate the trust share.

The terms "gainful employment" and "gainfully employed" shall be construed to mean such full-time employment that produces sufficient net income to enable the beneficiary to contribute not less than 100 percent of the funds (exclusive of other sources of revenue) that are necessary to provide for the independent care, support, maintenance, and education of the beneficiary. My Trustee, in its sole, absolute and unreviewable discretion, shall determine whether or not the beneficiary has satisfied the condition of gainful employment.

(p) Distribution Upon the Death of the Beneficiary

Upon the death of the beneficiary, my Trustee shall distribute or retain the remaining property according to the other provisions of this trust agreement as though the provisions of this Section had not been effective. If the other provisions of this trust agreement provide for the beneficiary's share to be held in trust, then those provisions shall be interpreted as though the beneficiary died after the establishment of such trust.

If the other provisions of this trust agreement do not provide for the distribution or retention of the remaining property, then the beneficiary shall have the testamentary limited power to appoint all or any portion of the principal and undistributed income remaining in the beneficiary's trust at his or her death among one or more persons or entities. However, the beneficiary may not exercise this limited power of appointment to appoint to himself or herself, his or her estate, his or her creditors or the creditors of his or her estate.

I intend that this be a limited power of appointment and not a general power of appointment as defined in Section 2041 of the Internal Revenue Code. Insofar as any part of the beneficiary's trust shall not be effectively appointed, my Trustee shall distribute the remaining un-appointed balance *per stirpes* to the descendants of the beneficiary. If the beneficiary has no living descendants, my Trustee shall distribute the balance of the trust property to the other trust beneficiaries.

If there are no other living beneficiaries, my Trustee shall distribute the balance of the trust property as provided in Article Five.

5.10. Application of Article. Any decision made by the Trustee under this Article shall be final, controlling and binding upon all beneficiaries subject to the provisions of this Article.

PART SIX: TRUSTEE'S POWERS AND AUTHORITY

6.1. Fiduciary Powers. Except as otherwise expressly required herein, the Trustee shall have the powers and discretions set forth in Act 153 of the 1961 Mississippi General Assembly in extension and not by way of limitation of the powers, authority and discretion vested by law, all of which may be exercised without authorization by any court.

6.2. Limitation on Powers. With respect to the Marital Deduction Trust, the Trustee shall not have the power (i) to purchase property which is not productive of income or (ii) to retain cash or other property which is not productive of income if my spouse shall direct the Trustee to convert such property into income-producing property. Any power provided herein which would prevent my estate from obtaining the marital deduction shall be void, and the Trustee shall not exercise such power.

6.3. Payment of Taxes and Debts. In the Trustee's discretion, there may be paid out of trust assets (other than Restricted Property as defined below) the following items which would otherwise be payable out of my probate estate:

- (1) Taxes (as defined below).
- (2) Funeral, last illness, and administration expenses.
- (3) Debts and other proper charges against my probate estate.

A. The term "Restricted Property" shall mean:

(1) All property subject to and in fact qualifying for the marital deduction under § 2056 of the Internal Revenue Code in effect at my death or the charitable deduction under § 2055 of the Internal Revenue Code in effect at my death.

(2) All property not included in my gross estate for federal estate tax purposes.

B. The term "Taxes" shall mean all estate, inheritance, succession, transfer and other death taxes (including any interest and penalties) paid to any federal, state or foreign taxing authority with respect to all property taxable by reason of my death, whether such Taxes are payable by my estate or any recipient of any such property and whether or not such property passes hereunder, except that Taxes shall not include any additional tax imposed by § 2032A of the Internal Revenue Code or any generation-skipping transfer tax.

In no event whatsoever shall any Taxes ever be apportioned against any Restricted Property.

6.4. Application of Trust Property. No person dealing with the Trustee shall be obligated to see to the application of any money, or any other property paid or delivered to the Trustee, or to inquire into the Trustee's authority or power or into the expedience or propriety of any transaction consummated by the Trustee.

6.5. Accounting. After my death, the Trustee shall render at least annually to each adult beneficiary of any trust created hereunder who received (or in the Trustee's discretion might have received) trust income or principal during the year a statement showing in detail receipts, disbursements, and distributions of both principal and income, but only if the adult beneficiary delivers a written request to the Trustee for such a statement.

6.6. Payment of My Spouse's Taxes and Debts. Upon the surviving grantor's death, the Trustee in its discretion may pay out of the Marital Deduction Trust, to the extent that the payment of such items is not assumed or provided for otherwise:

A. Taxes (as defined in Section 6.3) payable because of the inclusion of the Marital Deduction Trust in my spouse's estate for estate tax purposes.

B. Funeral, last illness and burial expenses of my spouse.

C. Administration expenses, debts, and other proper charges against a probate estate.

6.7. Purchases from and Loans to My Estate. The Trustee is authorized (i) to purchase at a fair price assets of my estate and to retain such assets as an investment, and (ii) to make loans out of the trust estate to my personal representatives on such terms as the Trustee deems advisable.

6.8. Applicable Law. This trust shall be construed under the laws of the State of Mississippi.

6.9. Perpetuities Clause. Notwithstanding any provision herein to the contrary, every trust created herein (and every trust created upon the exercise of any power of appointment granted herein) shall terminate in any event within twenty-one (21) years after the death of the last survivor among a group composed of my spouse, myself and all of my descendants who may be living at such time as this instrument may become irrevocable, whether by my death, amendment or otherwise. Upon such termination, each beneficiary for whom any property hereunder is primarily held in trust shall receive such respective property outright free of trust.

6.10. Subchapter S. If any trust established hereunder holds stock in one or more S corporations, notwithstanding any other provision hereof to the contrary, the following provisions shall apply:

A. All of the income of such trust shall be distributed at least quarterly to one individual who is a resident of the United States. If the individual is a minor, distribution shall be made to the minor's natural guardian as Custodian under the Mississippi Uniform Transfers to Minors Act.

B. There shall be only one income beneficiary of such trust.

C. No distribution of principal of such trust may be made to anyone other than such income beneficiary during such beneficiary's lifetime.

D. The income beneficiary's income interest shall end on the earlier of the beneficiary's death or the trust's termination by its terms.

E. If the trust ends during the income beneficiary's lifetime, the Trustee shall distribute all of the trust assets to such beneficiary, outright.

F. If the trust has one beneficiary but contains both S corporation stock and other assets, the Trustee shall divide the trust into two trusts, one such trust funded with the S corporation stock and the other such trust funded with the other assets. Each trust shall constitute a separate and independent trust. The trust fund with the S corporation stock shall be administered in accordance with subparagraphs A through E above, and the other trust shall be administered in accordance with its terms.

G. If the trust has more than one income beneficiary, the Trustee shall divide the S corporation stock into as many equal portions as there are income beneficiaries of the trust. Each portion shall constitute a separate and independent trust and shall be administered for one such income beneficiary in accordance with subparagraphs A through E above. The other assets of the trust, if any, shall be administered in accordance with its terms.

6.11. Principal and Income. The Trustee shall allocate receipts and expenditures between principal

and income in accordance with the Mississippi Revised Uniform Principal and Income Act, not Act 153 of the 1961 Mississippi General Assembly.

6.12. Generation-Skipping Tax.

A. The purpose of these provisions is that no distribution from any trust created herein shall be subject to the tax on generation-skipping transfers set forth in the Internal Revenue Code of 1986.

B. The shares and subshares of each trust created herein shall be administered to qualify as separate trusts for generation-skipping tax purposes. Each trust, share and subshare shall be divided into separate trusts with identical provisions in order that the inclusion ratio for generation-skipping tax purposes for each shall be zero or one. Any available exemption from the generation-skipping tax may be allocated among the trusts in such proportions as the Trustee may determine. No compensating adjustments between principal and income or in the interests of the beneficiaries shall be made by reason of any such allocation or election by the Trustee. The exercise or non-exercise of any allocations or elections with respect to the generation-skipping tax shall be binding and conclusive on all interested persons, and there shall be no fiduciary liability as a result thereof.

C. If (a) any beneficiary of a trust dies before the distribution of such trust, (b) after allocation of the transferor's remaining GST exemption, if any, the trust has an inclusion ratio other than zero, and (c) the succeeding beneficiary is a "skip person" within the meaning of § 2613(a) of the Internal Revenue Code of 1986, the assets of the trust shall be paid upon the beneficiary's death to any one or more of the beneficiary's creditors in such proportions as the beneficiary shall appoint by specific reference hereto in his or her valid Last Will and Testament. If this power of appointment is not exercised, it shall lapse.

PART SEVEN: POWERS OF APPOINTMENT

7.1. Exercise of Testamentary Power. Any testamentary power of appointment granted herein may be exercised only by a Will which specifically refers to such power and which is admitted to probate within one hundred twenty (120) days after the death of the donee of the power. The power may be exercised by a Will executed prior to the date of my death.

7.2. Release of Power. Any power of appointment created herein is subject to release in whole or in part. In addition to any other method of release recognized by law, any such power may be released by an instrument in writing, filed with any court which has jurisdiction over this trust, declaring the donee's intention to release.

PART EIGHT: INSURANCE PROVISIONS

8.1. Premiums. The Trustee is not obligated to pay any premiums or assessments upon any policies of insurance held under this agreement or to keep informed with respect to the payment thereof. The Trustee's responsibility in reference thereto during my lifetime shall be the safekeeping of such policies.

8.2. Rights Reserved. I reserve the right by my own act alone, without the consent or approval of the Trustee, to sell, assign or hypothecate any policies of insurance upon my life made payable to the Trustee hereunder, to exercise any option or privilege granted by such policies, including, but without limitation of the generality of the foregoing, the right to change the beneficiary of such policies, and to receive all payments, dividends, surrender values, benefits or privileges of any kind which may accrue on account of such policies during my lifetime. Furthermore, the Trustee agrees to deliver to me on my written request any

of such policies deposited with the Trustee hereunder.

8.3. Proceeds. The Trustee's best efforts shall be used to collect the proceeds of any policies of insurance which are made payable to the Trustee hereunder when any of such policies shall, to the knowledge of the Trustee, have matured, but the Trustee shall not be required to take legal proceedings until indemnified.

8.4. Payment By Insurer. Payment to the Trustee hereunder by any insurer under any insurance policy subject to this trust and receipt therefore by the then Trustee shall constitute a full discharge of such insurer as to all liability and responsibility with regard to such policy; and no insurer need inquire into or take notice of the application of any payment so made to the Trustee hereunder.

PART NINE: INTERROREM PROVISION

9.1 Trust Contests. Should any of Grantors' heirs, beneficiaries, intended beneficiaries, relatives or anyone else attempt to contest any provision in this Trust or any act of a Trustee in carrying out this Trust, said heir, beneficiary, intended beneficiary, relative or other person shall, by that act, be automatically and completely precluded from benefiting in any manner from this agreement, including the forfeiture of the share that that heir, beneficiary, intended beneficiary, relative or other person would have received had the contest not been attempted. Any benefit which would have accrued to the person initiating said contest, but for the contest, shall instead be distributed, in equal parts, immediately to the tax-exempt charities designated by the remaining beneficiaries.

PART TEN: TANGIBLE PERSONAL PROPERTY


Grantors reserve the right pursuant to the Acts of the General Assembly of the State of Mississippi to make disposition of tangible personal property by attaching or associating with this Trust Agreement subsequent to its execution a dated written statement and list, signed by either or both Trustees or in the handwriting of either of us designating the beneficiaries of items of tangible personal property.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the 20th day of March, 2012.


GRANTOR:


Gerald Jackson

GRANTOR:


Bridget Jackson

TRUSTEE:


Gerald Jackson

TRUSTEE:


Bridget Jackson

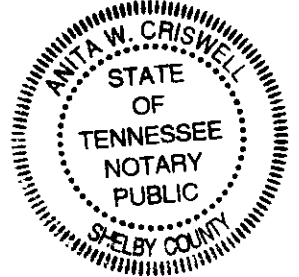
ACKNOWLEDGMENT

STATE OF TENNESSEE)
COUNTY OF Shelby)

ON THIS DAY personally appeared before the undersigned, a Notary Public within and for the County and State aforesaid, duly qualified, commissioned and acting, Gerald Jackson, as Grantor and Trustee, and Bridget Jackson, as Grantor and Trustee, both to me well known, and stated that they had executed the foregoing document for the consideration and purposes therein mentioned and set forth. WITNESS my hand and official seal, as such Notary Public, on this the 20 day of March, 2012.

Anita W. Criswell
Notary Public

My commission expires 11/7/12.



SCHEDULE A (PERSONAL PROPERTY)

The following property has been or will be transferred to the Trustee hereinabove named as Trustee under the terms of the Jackson Family Trust, dated the ~~20th~~ day of March, 2012.

1. Any stocks and bonds and investment accounts, wherever managed, provided these have been re-titled in the name of the Trust;
2. Any bank accounts, provided these have been re-titled in the name of the Trust;
3. All motor vehicles; and
4. All insurance policies.
5. All remaining non-titled personal property which is not specifically excluded hereunder or by a signed writing attached hereto.

Any titled property shall remain outside the Trust provided SETTLOR has not re-titled it in the name of the Trust.

SCHEDULE B (REAL PROPERTY)

The following property has been or will be transferred to the Trustee hereinabove named as Trustee under the terms of The Jackson Family Trust, dated 20th day of March, 2012.

1. Any and all real property of which SETTLOR was the owner, which has been transferred to the Trust, as evidenced by the deed(s) attached hereto.

All remaining non-titled personal property which is not specifically excluded hereunder or by a signed writing attached hereto.